

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

ASHFAQ HUSSAIN SYED, et al.,	)	
	)	
Plaintiffs,	)	
	)	Case No.: 4:20-cv-00407-MTS
v.	)	
	)	
FRONTIER AIR LINES, INC., et al.,	)	
	)	
Defendants.	)	

**DEFENDANT HALLMARK AVIATION SERVICES**  
**STATUS UPDATE TO COURT**

COMES NOW Defendant Hallmark Aviation Services, L.P., by counsel Michael Reda, and in response to the Court's Order dated June 17, 2021 (Document # 55) and the Plaintiffs' Status Update to Court dated June 22, 2021 (Document # 56), states as follows:

Defendant Hallmark agrees with Plaintiffs that settlement agreements have been duly executed and settlement funds have been paid to the Plaintiffs. This matter can now be dismissed by the Court, with prejudice. The limited issue remaining is a dispute between Defendant Hallmark and Defendant Frontier Airlines regarding the terms of the dismissal, by reason of an ongoing dispute regarding reimbursement of attorneys' fees and expenses pursuant to a contractual indemnity provision.

Defendant Hallmark was providing services to Defendant Frontier and its passenger customers (including Plaintiffs herein) pursuant to an industry standard contract prepared by the International Air Transport Association known as a Standard Ground Handling Agreement ("SGHA"). The SGHA includes a contractual indemnity provision in Article 8 of Annex B, pursuant to which Defendant Hallmark maintains it is entitled to reimbursement of attorneys' fees

and expenses from Defendant Frontier. This contractual dispute is not pending before this Court, and will ultimately be resolved in another forum.

However, in light of this continuing dispute, Defendant Hallmark simply asks that limited language be added to the dismissal order, as follows: “. . . and the parties bear their own respective costs and attorney’s fees, subject only and without prejudice to Hallmark Aviation Services, L.P.’s claim for attorneys’ fees and expenses against Frontier Airlines, Inc. pursuant to contract.” Defendant Frontier, by reason of the continuing dispute, is otherwise expected to assert in another forum that Defendant Hallmark’s claim for attorneys’ fees and expenses are barred by reason of the terms of the dismissal order, which otherwise states “. . . and the parties bear their own respective costs and attorneys’ fees.”

To be clear, Defendant Hallmark is not asking the Court to consider or resolve the dispute between Defendants Hallmark and Frontier regarding reimbursement of attorneys’ fees and expenses. Defendant Hallmark simply requests that language be included in the dismissal order to unambiguously preserve the pending dispute for another day in another forum.

Respectfully submitted,

HEPLERBROOM LLC

By: /s/Michael Reda  
MICHAEL REDA #33591  
[mreda@heplerbroom.com](mailto:mreda@heplerbroom.com)  
211 North Broadway. Suite 2700  
St. Louis, MO 63102  
314/241-6160  
314/241-6116 - Facsimile

Attorneys for Defendant  
Hallmark Aviation Services, L.P.

### CERTIFICATE OF SERVICE

I hereby certify that the foregoing has been served this 22<sup>nd</sup> day of June 2021 via the ECF/CM system with the Clerk of the Court and copies will be served electronically on the following:

W. Bevis Schock  
7777 Bonhomme Avenue, Suite 1300  
St. Louis, Missouri 63104  
Phone: (314) 726-2322  
Fax: (314) 721-1698  
Email: [wbschock@schocklaw.com](mailto:wbschock@schocklaw.com)

Thatcher A. Stone  
William Woodrow, III  
STONE AND WOODROW LLP  
250 West Main Street, Suite 201  
Charlottesville, Virginia 22902  
Phone: (855) 275-7378  
Email: [thatcher@stoneandwoodrowlaw.com](mailto:thatcher@stoneandwoodrowlaw.com)  
[will@stoneandwoodrowlaw.com](mailto:will@stoneandwoodrowlaw.com)

#### *Attorneys for Plaintiffs*

Tara Shelke (IL6303991)  
ADLER MURPHY & McQUILLEN LLP  
20 South Clark Street, Suite 2500  
Chicago, Illinois 60603  
Phone: (312) 345-0700  
Fax: (312) 345-9860  
Email: [tshelke@amm-law.com](mailto:tshelke@amm-law.com)

AND

David C. Berwin (Bar No.: 06281639)  
EVANS & DIXON, L.L.C.  
211 North Broadway, Suite 2500  
St. Louis, Missouri 63102  
Phone: (314) 552-4046  
Fax: (314) 884-4446  
Email: [dberwin@evans-dixon.com](mailto:dberwin@evans-dixon.com)

/s/Michael Reda